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## BEFORE THE ARIZONA CORPORATION COMMISSION

**COMMISSIONERS**

BOB STUMP - CHAIRMAN  
 GARY PIERCE  
 BRENDA BURNS  
 SUSAN BITTER SMITH  
 BOB BURNS

2014 FEB -7 P 1:17

AZ CORP COM  
DOCKET CONTROL**ORIGINAL**

DANIEL SINGER

Complainant,

vs.

TUCSON ELECTRIC POWER COMPANY,

Respondent

DOCKET NO. E-01933A-12-0400

**JOINT MOTION TO DISMISS  
 AND REQUEST TO VACATE  
 HEARING DATE**

Tucson Electric Power Company ("TEP"), through its undersigned counsel, hereby moves to dismiss with prejudice the complaint in this Docket. TEP and Daniel Singer ("Complainant") have settled the issues underlying the complaint, as set forth in the attached Settlement Agreement (Attachment A), and have agreed to the dismissal of the complaint with prejudice. Because TEP and the Complainant have settled the underlying issues, TEP requests that the hearing scheduled for April 15, 2014 be vacated.

RESPECTFULLY SUBMITTED this 6<sup>th</sup> day of February, 2014

TUCSON ELECTRIC POWER COMPANY

Arizona Corporation Commission

**DOCKETED**

FEB 07 2014

DOCKETED BY

By

Kimberly A. Ruht

Tucson Electric Power Company

88 E. Broadway Blvd.

Tucson, Arizona, 85702

Attorney for Tucson Electric Power Company

1 Original and 13 copies of the foregoing  
2 filed this 6<sup>th</sup> day of February 2014 to:

3 Docket Control  
4 Arizona Corporation Commission  
5 1200 West Washington Street  
6 Phoenix, Arizona 85007

7 Copy of the foregoing hand-delivered/mailed  
8 this 6<sup>th</sup> day of February 2014 to:

9 Belinda Martin  
10 Hearing Division  
11 Arizona Corporation Commission  
12 400 West Congress Suite # 221  
13 Tucson, AZ 85701-1347

14 Steven M. Olea, Director  
15 Utilities Division  
16 Arizona Corporation Commission  
17 1200 West Washington Street  
18 Phoenix, Arizona 85007

19 Janice Alward  
20 Legal Division, Chief Counsel  
21 Arizona Corporation Commission  
22 1200 West Washington Street  
23 Phoenix, Arizona 85007

24 Keith A. Singer, Esq.  
25 Law Office of Keith Singer  
26 2302 E. Speedway Blvd Suite 104  
27 Tucson, Arizona 85719

By Janice Alward

# **ATTACHMENT A**

**SETTLEMENT AGREEMENT**  
**DOCKET NO. E-01933A-12-0400**  
**DANIEL SINGER v. TUCSON ELECTRIC POWER COMPANY**

The purpose of this Settlement Agreement ("Agreement") is to settle all issues related to Docket No. E-04204A-12-0400, in the matter of Daniel Singer v. Tucson Electric Power Company. This Agreement is entered into by the following entities:

Tucson Electric Power Company ("TEP")  
Daniel Singer ("Customer")

**RELEASE AND SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between Customer and TEP, collectively referred to as the "Signatories."

**RECITALS**

A. On September 17, 2012, Keith A. Singer, acting as counsel for Customer, filed a Formal Complaint ("Complaint") in Docket No. E-1933A-12-0400 with the Arizona Corporation Commission ("Commission") against TEP on behalf of Customer. The Complaint alleged that TEP's meter failed, resulting in excessive charges totaling \$7,486.92 during the April and May billing cycles of 2012.

B. On October 5, 2012, TEP filed its Answer to the Complaint, as well as a Motion to Dismiss, disputing the allegation that its meter failed or malfunctioned.

C. TEP and Customer wish to settle the claim brought in the above-referenced docket, and any and all claims and disputes, known and unknown, between the Signatories.

**AGREEMENT**

Now, therefore, the Signatories agree as follows:

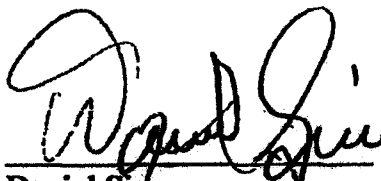
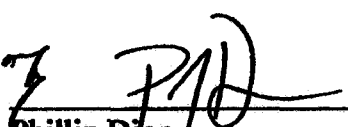
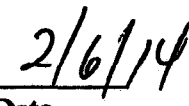
1. Financial Settlement. Customer agrees to pay TEP the sum of \$3,700.00 ("Financial Settlement"). Financial Settlement will be paid no later than February 14, 2014. A check made payable to "Tucson Electric Power Company" shall be sent to:

Tucson Electric Power Company  
C/O Kimberly Ruht, Esq.  
88 E. Broadway Blvd  
Mail Stop HQE910  
Tucson, Arizona 85701

2. General Release of Claims. Customer agrees to dismiss his Complaint before the Commission and agrees to the execution of a Joint Motion to Dismiss with Prejudice to be submitted to the Administrative Law Judge. This Agreement includes, but is not limited to, the release and dismissal of any and all claims against TEP. Customer acknowledges that TEP would not have consented to the payment of the Financial Settlement were it not for his agreement to the release provision, and that any breach of this provision will frustrate the underlying purpose of this Agreement. Customer further acknowledges that Commission approval of the Agreement effectively constitutes the entire resolution of this matter and has the same effect as a dismissal with prejudice.

3. No Admission of Liability. The Signatories agree that by entering into this Agreement, that neither TEP nor Customer admit any wrong doing. The Signatories understand and agree that the Agreement is being entered into in an effort to resolve a dispute between the parties and to avoid any further dispute, discussion or action concerning the matters related thereto.

4. Complete Agreement. This Agreement sets forth the entire agreement between TEP and Customer and supersedes any and all prior and contemporaneous oral or written agreement or understandings among the Signatories. No representation, promise, inducement, or stay of intention has been made by TEP that is not embodied in this Agreement. This Agreement cannot be amended, modified or supplemented in any respect except by a subsequent written agreement by the Signatories.

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|---|--|---|
|  |  |  |
| Daniel Singer   | Phillip Dion   | Date  |
| Date  | Tucson Electric Power Company  |   |
|   | Vice President – Public Policy and   |   |
|   | Customer Solutions   |   |